

REMARKS

A Request for Continued Examination (RCE) and fee are concurrently submitted with this paper. Claims 16, 18-42, 44-66, 70-92, 94-116, 118-138, and 140-159 have been rejected by the present final Office Action. After entry of the present amendment, claims 16, 18-42, 44-66, 70-92, 94-116, 118-138, and 140-159 remain pending in the application. The present amendment amends all of the independent claims, claims 16, 42, 68, 92, 116, and 138. No new matter has been introduced. Reconsideration of the application in view of the present amendment and following remarks is respectfully requested.

Examiner Interview

Attorney for the Assignee thanks Examiner Milef for the telephone interview conducted on January 7, 2010. Differences between the cited references and pending claims were discussed. No agreement as to patentability of the claims was reached.

Claim Rejections Under 35 U.S.C. § 103(a)

Claims 16, 18-26, 28-39, 41-42, 44-52, 54-65, 67-68, 70-76, 78-89, 91-92, 94-100, 102-113, 115-116, 118-123, 125-136, 138, and 140-158 were rejected under 35 U.S.C. §103(a) as being obvious over Conklin, U.S. Patent No. 6,141,653 ("*Conklin*"), in view of U.S. Patent Application No. 2001/0025271 ("*Allen*"). Claims 27, 40, 53, 66, 77, 90, 101, 114, 124, 137, and 159 were rejected under 35 U.S.C. §103(a) as being obvious over Conklin in view of Allen and in further view of the Godwin reference (Travel Weekly, v44, page 19(2)).

By the present amendment, independent claims 16, 42, 68, 92, 116, and 138 have been amended to clarify the scope of the claimed inventions of claims 16, 42, 68, 92, 116, and 138. In particular, independent claim 16 has been amended to clarify that the claimed method can include the elements, "providing a money transfer system connected for electronic communications with at least the seller computer, wherein the money transfer system is operative for electronic communications with one or more buyer accessible payment location local computers operated at one or more payment locations and physically accessible to the

buyer to make a payment” and “receiving at the money transfer system a payment notification associated with the unique transaction number from the payment location local computer, wherein the payment notification indicates payment in the amount of the grand total amount has been submitted in person at the payment location by or on behalf of the buyer” (underlining supplied). Independent claims 42, 68, 92, 116, and 138 have been similarly amended. These amendments are fully supported by the Applicants’ specification at least at FIGs. 1 and 3 (elements 138, 142); FIGs. 9 – 10 (elements 250, 294); page 16, lines 3-8; and page 24, line 21 – page 25, line 1, which state in part:

At operation 142, the consumer pays at the agent location, preferably using cash. However, the agent location could also be equipped to securely accept credit cards, checks, or other forms of payment. In this manner, the consumer has made a payment a physical location, as opposed to having to communicate confidential credit card account information or checking account information over the Internet.

...

In particular, the transaction is completed after the buyer visits an agent location and tenders payment for the transaction, at which time the agent location accesses the transaction records stored at the agent computing system/money transfer system 42.

The cited references do not teach or suggest the amended elements of independent claims 16, 42, 68, 92, 116, and 138, nor do the cited references teach or suggest a “money transfer system” as claimed by the independent claims. In contrast, *Conklin* relates to a multivariate negotiations engine for iterative bargaining. *See* Abstract. *Conklin* does not teach or suggest the use of “buyer accessible payment location local computers operated at one or more payment locations and physically accessible to the buyer to make a payment” (underlining supplied). Instead, *Conklin* relates to negotiations of the terms of a transaction between a buyer and seller, wherein payment terms are negotiated but the actual payment is not facilitated by *Conklin*. *See* FIGs. 16 and 30, and Col. 26, line 65 – Col. 27, line 32 (discussing negotiation of letters of

credit, wire transfers, documentary collection procedures). The Office Action indicates FIG. 2c of Conklin discloses a “money transfer system”, however, the corresponding discussion of FIG. 2c at col. 6, line 66 – col. 7, line 19 clarifies that FIG. 2c illustrates a negotiation of a letter of credit using a telephone and facsimile exchange between a buyer P1 and a bank P2, wherein the SWIFT network is used to process the letters of credit. The FIG. 2c example negotiation of a letter of credit is markedly different than the use of “buyer accessible payment location local computers operated at one or more payment locations and physically accessible to the buyer to make a payment” since the buyer P1 of FIG. 2c does not operate any buyer accessible payment location local computers operated at one or more payment locations and physically accessible to the buyer to make a payment. In fact, the buyer P1 of FIG. 2c does not appear in person to present the payment (letter of credit) to the bank, and thus the other element of Applicants’ amended claim 1 would neither be taught nor suggested, that is, “receiving at the money transfer system a payment notification associated with the unique transaction number from the payment location local computer, wherein the payment notification indicates payment in the amount of the grand total amount has been submitted in person at the payment location by or on behalf of the buyer”. Since the buyer P1 is not shown in FIG. 2c as appearing at the bank P2 in person, and the buyer P1 is merely shown as negotiating a letter of credit rather than making a payment, then neither of the amended claim elements of claim 1 is taught or suggested by *Conklin*.

With respect to *Allen*, neither of the amended elements of claim 1 is taught nor suggested. Instead, *Allen* relates to use of a CTN (confidential transaction number) which is provided by the buyer “over the network to the seller”. *See Abstract*. Since *Allen* relies on the exchange of a CTN rather than the submission of payment in person at the payment location by or on behalf of the buyer, *Allen* fails to be relevant to the Applicants’ claimed invention.

Claims 16, 18-26, 28-39, 41, 44-52, 54-65, 67, 70-76, 78-89, 91, 94-100, 102-113, 115, 118-123, 125-136, and 140-158 are ultimately dependent from at least one of independent claims 16, 42, 68, 92, 116, and 138, for which arguments of patentability have been presented above. If the underlying independent claims are patentable over the cited references, the corresponding dependent claims should also be in condition for allowance.

Claim Rejections Under 35 U.S.C. § 112

Claims 16, 18-42, 44-66, 70-92, 94-116, 118-138, and 140-159 were rejected under 35 U.S.C. § 112, first and second paragraphs, as failing to comply with the written description requirement and being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as his invention. The element “based at least in part on non-confidential information received from the buyer” has been deleted from these claims. The rejection under 35 U.S.C. § 112 is believed to be moot.

CONCLUSION

It is not believed that extensions of time or fees for addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 C.F.R. § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029. If the Examiner believes a telephone conversation would facilitate the examination of this application, the Examiner is invited to call the Attorney below at any time.

Respectfully submitted,

/Christopher J. Chan/

Christopher J. Chan
Attorney for the Assignee
Reg. No. 44,070

DATE: 19 JANUARY 2010

SUTHERLAND ASBILL & BRENNAN LLP
999 Peachtree Street NE
Atlanta, Georgia 30309-3996
Telephone: (404) 853-8049
Facsimile: (404) 853-8806

Attorney Docket No.: **26466-0057**